

**SERIAL 05167 S      STREET SWEEPING SERVICES [NIGP 96874]**

**DATE OF LAST REVISION: May 11, 2006      CONTRACT END DATE: March 31, 2009**

**CONTRACT PERIOD THROUGH MARCH 31, 2009**

TO:              All Departments

FROM:          Department of Materials Management

SUBJECT:      Contract for **STREET SWEEPING SERVICES [NIGP 96874]**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 15, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

CH/mm  
Attach

Copy to:      Clerk of the Board  
                 Jim Baker, MCDOT  
                 Kathy Sicard, Materials Management

(Please remove Serial 00032-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **STREET SWEEPING SERVICES [NIGP 96874]**

1.0 **INTENT:**

The intent of this solicitation is to establish a contract to provide personnel, materials, and equipment to perform street sweeping services for Maricopa County, as indicated in the specifications below. This service shall be authorized by Purchase Order only.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 DEFINITION OF TERMS:

For the purpose of these specifications, the following words or terms shall be defined as hereinafter set forth. When contracting with the Flood Control District of Maricopa County, substitute Flood Control District of Maricopa County for Maricopa County Department of Transportation where necessary and these additional definitions shall apply.

- 2.1.1 "Additional Services" shall mean all sweeping services beyond those routine services specified herein. The addition of streets to the schedule contained herein shall be by written change order.
- 2.1.2 "Center line Mile" shall mean the number of miles, to the nearest 1/100 of a mile, as measured along the center line of the street, whether or not there is a median.
- 2.1.3 "Area Supervisor" shall mean the Maricopa County Department of Transportation Maintenance Area Supervisor.
- 2.1.4 "Agreement" shall mean the agreement for the sweeping and disposal of debris from the streets of the Maricopa County Department of Transportation.
- 2.1.5 "County" shall mean the Maricopa County Department of Transportation, its officers, employees, or representatives.
- 2.1.6 "Contractor" shall mean the person, corporation or partnership performing street sweeping services under contract with the County.
- 2.1.7 "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved street with a mechanical street sweeper.
- 2.1.8 "May" shall be permissive.
- 2.1.9 "Shall" shall be mandatory.
- 2.1.10 "Street" shall mean all dedicated public right-of-way within the existing or future limits of the Maricopa County Department of Transportation, which are paved. The term "street" shall include other paved areas as directed.
- 2.1.11 "Street Sweeping" shall mean the removal by dustless type machine sweepers of all debris from all portions of a street.
- 2.1.12 "Sweeping" shall mean all debris removed from streets.
- 2.1.13 "District" shall mean the Flood Control District of Maricopa County and shall be substituted for "County" whenever necessary.
- 2.1.14 "Channel Bottom" shall mean the concrete lined channel bottom of the Arizona Canal Diversion Channel from 40th Street/Colter Street and approximately 51st Avenue/Cactus

Road, also from the Confluence of the Arizona Canal Diversion Channel North to the Cave Creek Basin and shall be substituted for "street" when contracting with the District.

**2.2 SERVICE REQUIRED:**

2.2.1 Service shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision and all other items incidental thereto and to perform all work necessary as specified. The Contractor shall provide a yard for parking, maintenance and storage of all equipment at no expense to the County.

Service shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision and all other items incidental thereto and to perform all work necessary as specified. The Contractor shall provide a yard for parking, maintenance and storage of all equipment at no expense to the County.

The Contractor shall provide street sweeping services as follows: on designated arterial (major), collector, commercial, residential, and industrial streets as indicated by street listings which are a part of these specifications (Exhibit 2). Sweeping services shall be performed a minimum of three (3) times annually.

2.2.2 Additional Services

Additional services including emergency call-outs, or assignments requested by the County, including the special event sweeping, shall be performed by the Contractor.

2.2.3 Changes in Services

During the term of this agreement or any extension thereof, the County may elect to increase or decrease the frequency or number of miles of street sweeping services. The said increase or decrease shall be by written change order to the contract. The unit price for change order sweeping shall be the contract unit price.

**2.3 DISPOSAL:**

The Contractor shall transport and dispose of all sweepings in accordance with all County, State and Federal requirements. Sweepings are not to be off loaded at temporary storage sites. The County shall be notified which disposal site(s) are used. The Contractor shall be solely responsible for any fees involved in disposal.

**2.4 HOURS OF OPERATION:**

Standard operating hours for sweeping under this agreement shall be Monday through Thursday, between the hours of 6:00 a.m. and 4:00 p.m.

**2.5 HOLIDAYS:**

The following is a list of holidays on which contract service will not be performed:

New Year's Eve  
New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day - July 4th  
Labor Day - First Monday in September  
Columbus Day  
Veteran's Day  
Thanksgiving Holiday-Fourth Thursday and Friday in November  
Christmas Eve

## Christmas Day

When a holiday named herein falls on Saturday or Sunday special scheduling adjustments may be required. During the week of a holiday, the Contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week. All such adjustments must be approved by the County. Holiday sweeping schedules must be submitted to the County representative ten (10) days prior to a holiday. Holiday make up sweeping may not be required.

## 2.6 WEATHER CONDITIONS:

The Maricopa County Department of Transportation (MCDOT) Highway Operations Engineer or his representative reserves the right to be the sole judge if the weather is too inclement to sweep. When adverse weather interrupts sweeping, the Contractor shall adjust the work schedule so as to return to the normal weekly schedule the following week. The County reserves the right to direct schedule changes, made necessary due to inclement weather. In the event of a rain day, the Contractor Field Supervisor shall obtain approval from the County representative for the days sweeping.

## 2.7 CONTRACTOR/COUNTY COMMUNICATIONS:

### 2.7.1 Local Office

Throughout the period of this contract, the Contractor shall establish and maintain an office and an authorized managing agent in the Phoenix Metropolitan area. Contractor's managing agent shall serve as the point of contact for dealing and communications with the Contractor.

### 2.7.2 County Contract

The overall contract administrator for the County is the Materials Management Department. For daily operations, the County's point of contact will be the MCDOT Highway Operations Engineer, or his/her authorized representative.

The District's point of contact will be the Construction and Maintenance Division Manager, or his/her authorized representative.

### 2.7.3 Field Supervisor

The Contractor will have a Field Supervisor available during all sweeping hours. The vehicle used by the Supervisor shall not be a sweeper. The Supervisor's vehicle shall be equipped with portable phone.

The Supervisor will be responsible for inspection of streets being swept to identify special requirements and deficiencies. At the end of shift the Supervisor shall make contact with the County's representative for the purpose of exchanging information about the days sweeping, including production and deficiency reports. (Sample foreman/operators reports enclosed). (See Exhibit B, C)

The Field Supervisor shall notify Maricopa County Department of Transportation Operations Division and Area Supervisor 24 hours in advance of daily sweeping schedule. Additionally, at the time of completion of the last sweeper completing the scheduled routes. Field supervisor shall have a Contractor furnished beeper and a hand held portable phone at all times during sweeping operations. Immediate availability of communication contact is mandatory during performance of this contract.

The Field Supervisor shall adjust work hours to coincide with the Maricopa County Department of Transportation operational hours for winter/summer, in order to meet with the County Representative.

### 2.7.4 Complaints and Requests for Service

Contractor's local office shall have 24 hour telephone service and a responsible person in charge Monday through Sunday, to receive all complaints/requests for service forwarded by the employees of the Maricopa County Department of Transportation. All complaints shall be resolved in an expeditious manner within the following 24-hour period.

2.8 CONTRACT COMPLAINTS AND DEFICIENCIES:

2.8.1 Complaints Received by the County:

The County will notify the Contractor by telephone and/or in writing of each contract complaint reported.

Daily complaint and deficiency reports, prepared by the County will be submitted to the Contractor by 2:00 p.m. on the next County workday.

Inspection reports of unsatisfactory performance will include description of the deficiency, location, and the center line miles (or fractions thereof), to be deducted from the day's performance.

2.8.2 Complaints Received by Contractor

The Contractor shall submit to the County all complaints, which are received on a daily basis. The complaint form will include the same data as does the County form.

2.9 CONTRACTOR'S EMPLOYEES:

2.9.1 Identification

Contractor's employees shall be required to wear a clean uniform bearing Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card.

2.9.2 Drivers License

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Drivers License issued by the State of Arizona.

2.9.3 Conduct

Contractor's employees, officers and subcontractors shall not identify themselves as being employees of the Maricopa County Department of Transportation. Employees shall conduct themselves in such a manner as to avoid embarrassment to the Maricopa County Department of Transportation, and shall be courteous to the public. If required, the County retains the right to require a particular operator be removed from working on this contract.

2.10 CONTRACTOR'S EQUIPMENT:

2.10.1 Sweeping Equipment - Type, Quantity and Condition

The Contractor shall provide and maintain during the entire period of the contract, a fleet of not less than three (3) dustless type machine sweepers, with a filtering system capable of trapping particles in a ten (10) micron or smaller rated filter.

All vehicles must be maintained in good repair, appearance and sanitary condition at all times. The County reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. The County representative shall have the right to "shut down" immediately, upon inspection, any vehicle/sweeper deemed unsafe or unsatisfactory during performance of this contract.

The Contractor shall furnish the County with a list identifying all equipment to be used in fulfilling this agreement and notify the County of any additions or deletions. The list shall be submitted on the Contractor's Information Report form.

The Contractor shall utilize a sweeper fleet of 2003 or newer models of latest design and construction and shall not be prototype models, upon implementation of this contract. Any changes in the Contractor's sweeping equipment from the initial equipment must have prior approval of the County.

To meet PM-10 compliance, the sweeper fleet, with the exception of the on-call mechanical broom sweeper, shall meet the requirements of the South Coast Air Quality Management District (SCAQMD) Rule 1186 list of Certified Street Sweepers. Refer to Attachment D. The entire Rule 1186 and 1186 Appendix A can be downloaded from the AQMD website at [www.aqmd.gov/rules](http://www.aqmd.gov/rules).

2.10.2 Equipment Identification

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company, address of local office and phone number of local office on each side of the equipment. Also, the words "Under Contract to the Maricopa County Department of Transportation" must be on all equipment, including personnel transportation vehicles. The letters shall be at least three inches high and of proportionate width.

2.10.3 Equipment Safety Requirements

All equipment must be equipped in accordance with State laws and shall be equipped with amber lens flasher visible for one (1) mile in a 360 degree pattern and six inch diameter hazard lights visible from the rear that operate independently of the brake lights. In addition arrow board (30" x 60") must be on all sweepers and be fully operational.

2.10.4 Minimum Sweeping Width Required

Equipment must be capable of sweeping a minimum eight-foot width as measured with all brooms in the sweeping position. Equipment without this capability is not acceptable.

2.10.5 Automatic Vehicle Location (AVL) –

Contractor shall provide a complete AVL for the purpose of monitoring street sweeping activities.

The AVL system shall be accessible via the internet on a secure website available to authorized County staff, with a login and password.

In order for MCDOT Maintenance and Operations Division to monitor the efficiency of the street sweeping operation, the following information shall be provided by the AVL:

2.10.5.1 SPEED: The speed of the street sweeper during the street cleaning operation shall be monitored. The AVL shall be able to determine when the street sweeper is performing the cleaning operation and report the vehicle speed. This speed shall be measured in one mile per hour increments. The AVL shall be able to measure speeds accurately from a minimum of 3 miles per hour to a maximum of 25 miles per hour.

2.10.5.2 TRACKING: The accuracy of the street sweeper's location shall be to within 50 feet or less of the actual location. The AVL shall show the following but not limited - vacuum on, gutter or center brush down & working, and the location of a single vehicle or all the vehicles. It is preferred that the street sweeper's location be displayed on street map window with user controlled sizing and placement.

- 2.10.5.3 **MANAGEMENT REPORTS:** As a minimum, daily management reports on all the street sweepers shall be provided by the AVL to include routes cleaned, the time of day the routes were cleaned. In addition, a log type report of each occurrence, location, and the duration of the occurrence that the street sweeper was in excess of 6 miles per hour, while performing the cleaning operation.
- 2.10.5.4 **RELIABILITY:** The AVL – FMS shall maintain a 95% performance level.
- 2.10.5.5 **COVERAGE:** The AVL – FMS coverage area shall include all of Maricopa County.
- 2.10.5.6 **FREQUENCY:** All monitored functions shall be available upon the request of the MCDOT operator.

**2.11 STANDARD OF PERFORMANCE:**

**2.11.1 Level of Cleanliness**

Contractor shall remove all debris from all streets every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, palm fronds, large rocks, etc shall be physically picked up and place in the hopper by the operator or other personnel. Contractor shall clean all sidewalks and driveways as needed or as requested by the Engineer due to spilling, scattering or dropping of debris / refuse during sweeping activity.

**2.12 AREAS TO BE CLEANED:**

**Arterial, Collector, Industrial, Residential and Commercial Streets**

The entire length of all curbs (including median curbs and curb returns) uncurbed pavement edges, painted (2-way) left turn lanes and flush concrete or paved medians shall be swept each time the associated street is swept. The balance of each street shall be swept as needed. In any case, no debris shall be left anywhere on the street pavement after sweeping is completed.

**2.13 SWEEPING PRACTICES:**

At all times the Contractor shall use good sweeping practices and will be responsible to make adjustments to the equipment, as directed by the work inspector. The Contractor must exercise due care so as to prevent spilling, scattering or dropping of refuse throughout sweeping activity and shall immediately clean up such spillage, dropping or scattering. Sweeping practices include, but are not limited to:

- 2.13.1 Adjust spray nozzles to keep dust, caused by sweeping, to a minimum.
- 2.13.2 Center dirt reflector and main drag shoes shall be properly maintained and adjusted, or any other device designed to direct debris or dirt into the path of the rear broom.
- 2.13.3 Sweeping speed shall be adjusted to street conditions with a maximum speed of six (6) miles per hour. Patterned concrete medians and crosswalks shall be swept at a maximum speed of three (3) miles per hour.
- 2.13.4 Operate sweepers as close to parked cars or other obstacles as safety allows.
- 2.13.5 Use common sense and good judgment at all times.
- 2.13.6 A minimum of three (3) sweepers shall be required. Any deviation must be approved by MCDOT Representative. For the District, a minimum of two (2) sweepers shall be required for one (1) week per month. Any deviation must be approved by the District Representative.

2.14 ROUTING AND SWEEPER AVAILABILITY:

2.14.1 The Contractor shall provide the County with route maps and a three (3) months sweeping schedule every two (2) months for all sweeping routes. The Contractor shall keep such information current at all times. Sequence of sweeping shall be provided to the County no later than ten (10) days prior to the initiation of sweeping operations or changes in operation. The County reserves the right to request routing changes at any time. Contractor shall use and provide the County a weekly spreadsheet to assist in managing the contract sweep schedule.

In event of change order, revised route schedules and maps (route), shall be submitted at least ten (10) days prior to proposed implementation of effective date of change order.

2.14.2 The total number of sweepers required (less standby units) shall be available for work four (4) days per week during normal work hours. Each sweeper shall have its own operator and scheduled route each day. The Field Supervisor will be required to report any and all sweeper breakdown and repairs to the MCDOT Operations Engineer or his designee immediately. This information shall also be reported on the daily written report. Contractor or Area Supervisor shall make comments into the remark section of the sweep schedule as to the reason a sweep was not on schedule.

2.14.3 The County considers that it is paying for immediate availability of each sweeper, between the hours of 6:00 a.m. and upon completion of routes, on any day a full route is scheduled, unless the County approves suspension of work due to inclement weather.

2.15 CONSTRUCTION RELATED PROBLEMS AND STORM DEBRIS:

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within 500 feet of the construction site. However, the Contractor will be responsible for making four (4) separate passes in front of each site at a speed below the contract limit, regardless of the condition. The Contractor is required to report construction areas daily by using foreman's report to state construction sites. The Contractor will be required to totally clean all debris carried by traffic to areas beyond 1,000 feet from responsibility. Storm clean up and sweeping must be completed as soon as possible. Night sweeping will be permitted for normal storm clean up, at no additional cost to County.

2.16 HANDLING OF DEFICIENCIES:

Deficiencies must be corrected within 24 hours of receipt of a deficiency notice. Failure of the Contractor to do so will result in a deduction of not less than one (1) centerline mile from the next payment. Failure to correct the deficiency within 24 hours of the notice shall be considered failure to perform. Each area unsatisfactorily cleaned will be considered a separate deficiency unless located with the same continuous mile section on the same street.

2.17 MEASUREMENT FOR PAYMENT:

2.17.1 Regular Service

This service will be measured for payment by the total number of centerline miles swept satisfactorily. The miles shall be calculated to the nearest hundredth of a mile. Intersections shall not be measured in both directions when routes cross.

2.17.2 Additional Service

Emergency call outs will be measured by the actual hours spent sweeping plus the shortest travel time either to or from the work site. Travel time longer than 30 minutes must be justified on the daily report. The hours will be calculated to the nearest one-quarter hour (15 minutes). Special event sweeping shall be paid for by actual hours of sweeping. Response time for all emergency call outs shall be no longer than one (1) hour after initial contact.

2.17.3 Contingency Bid Items

2.17.3.1 Residential Sweeping - Residential sweeping shall be in accordance with professional street sweeping policies. As referenced in previous "workmanship" areas within these specifications, additional sweeper passes may be required.

2.17.3.2 All coordination for residential sweeping shall be with the Field Supervisor. He shall ensure Daily Operator Reports, Exhibit E are properly completed and forwarded to the County representative each day.

2.17.3.3 Sweeping hours for residential streets shall be 6:00 a.m. to 4:00 p.m., Monday through Thursday, or as approved schedules deem necessary. Residential streets may be scheduled every eighth (8) week (a total, estimated, of seven (7) sweeps per year) and/or every second week (a total, estimated of 26 sweeps per year). Schedules shall be submitted for approval at least 10 days prior to sweeping operations. Maricopa County Department of Transportation shall furnish specific street mileage lists upon approval for incorporating residential sweeping

2.18 PAYMENT FOR SERVICE:

2.18.1 Regular Service

The Contractor must invoice the County on a weekly basis for the amount of service actually performed. The Contractor invoices shall state the area swept by unit as shown on Exhibit A (Pricing) and the number of center line miles swept thereon. If there are any deficiencies, which were not corrected, in the specified time, or units not completed due to adverse weather, a separate sheet listing streets not completed shall be submitted. Length of each street or unit not completed must be shown. Contractor shall not be paid for sweeps that do not meet schedule. Field Supervisor and vehicle cost will be considered incidental to the work.

Invoices must be received by County representative no later than each Wednesday, 11:00 a.m. for the previous weeks sweeping.

2.18.2 Additional Service

The Contractor must invoice the County on a weekly basis for all additional service. The invoice must state the type service (emergency, parking lots, etc.), and the person who requested the service. Upon request the Contractor shall submit, along with the weekly payment requests, payroll records of each and every employee who worked in the field on activities associated with execution of this contract. Information submitted shall include name, title, rate of pay, total weekly pay, hours worked each day, and indication of total number of hours worked during the week by each person on each distinct activity, whether or not related to this contract.

2.19 FLOOD CONTROL SPECIFICATIONS:

The Flood Control District will perform debris removal along the Channel bottom. The Sweeping contractor shall unload/stage debris at designated locations along the Channel bottom. The locations for debris unloading/staging will be determined by the Flood Control District.

2.20 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.21 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3 ) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of THREE (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.4.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed

and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.4.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.4.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.4.3 Certificates of Insurance.

3.4.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.4.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.4.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602-506-6476  
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, TRANSPORTATION 602 506 4054

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

3.6.1 Two copies of the following:

- 3.6.1.1 Attachment A - Pricing
- 3.6.1.2 Attachments B - Agreement Page (with original signatures)
- 3.6.1.3 Attachment C - References
- 3.6.1.4 Signed ADDENDA Face Page of Solicitation (if applicable)
- 3.6.1.5 Other Required Submittals (Refer to Section 2.10)

3.6.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.7 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide two (2) copies of ATTACHMENT A, B, C, any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.9 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.9.1 Compliance with specifications
- 3.9.2 Price
- 3.9.3 Determination of responsibility
- 3.9.4 Performance under a prior County contract

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

**MR. DIRT OF ARIZONA, 4342 N. 38<sup>TH</sup> DR, PHOENIX, AZ 85019**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NOWILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES NO ☒ NOIF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☐ NOINTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ N/A ☐ % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: N96874/B0601733/S075203

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>ANNUAL DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXT. PRICE</u>
1.0		<u>BASE CONTRACT</u>		
1.1	<b>2,919</b> <del>4,254</del> CLM Total	<b>Seven (7)</b> <del>Three (3)</del> sweeps annually as indicated on <b>Exhibit 2</b> routes, including field supervisor and vehicle (Base Price on <b>seven (7)</b> <del>three (3)</del> sweeps of 417 CLM each.)	<u>\$ 65.00/CLM</u>	<u>\$189,735.00</u>
1.2	960 HRS	Sweep channel bottom	<u>\$ 60.00/HR</u>	<u>\$ 57,600.00</u>
2.0		<u>ADDITIONAL SWEEPING ITEMS:</u> (To be furnished only upon request. The County may request a single, combination, or all of those listed.)		
2.1	50 HRS	<b>Emergency</b> call out	<u>\$ 72.50/HR</u>	<u>\$ 3,625.00</u>
2.2	400 HRS	<b>Sweeping</b> other than regular sweeping item 1.1(M-TH, 6:00 AM - 4:00 PM)	<u>\$ 71.25/HR</u>	<u>\$28,500.00</u>
2.3	100 HRS	<b>Sweeping</b> other than regular sweeping item 1.1(M-TH & Weekends, 4:00 PM - 6:00 AM)	<u>\$ 70.00/HR</u>	<u>\$ 7,000.00</u>

Terms: 2% 10, NET 30

Vendor Number: **W000002567 X**

Telephone Number: 602/274-5987

Fax Number: 602/455-4094

Contact Person: Andrew Atkinson

E-mail Address: [johnd@mrdintaz.com](mailto:johnd@mrdintaz.com)Company Web Site: [www.mrdirtaz.com](http://www.mrdirtaz.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2009.**